

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jack Donohue and Bessie M. Donohue, his wife,  
 of Tulsa, Tulsa, County, Oklahoma, part ies of the first part, ha ve  
 mortgaged and hereby mortgage to The Gordon Grady Building Company, a corporation,  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Five (5), Block Two (2), Ferrell Addition  
 to the City of Tulsa, Oklahoma, According to the  
 recorded plat thereof, being a subdivision of Lot  
 15, (Fifteen), Block 3 (Three) Clover Ridge Addition  
 to the City of Tulsa, Oklahoma, according to the recorded  
 plat thereof.

This mortgage subject, however, to a prior mortgage of  
 two thousand two hundred dollars (\$2,200.00) to the  
 Oklahoma City Building & Loan Association.

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same.

This mortgage is given to secure the principal sum of Six Hundred Fourteen & 38/100 (\$614.38) - - - -  
eight DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable semi- annually from - - - - -  
 according to the terms of one certain promissory note described as follows, to-wit:

Dated September 29th, 1923, for the sum of \$614.38,  
 due April 7th, 1924, with interest at the rate of eight  
 per cent per annum, payable to the order of the Gordon  
Grady Building Company.

I hereby certify that I received \$112 and issued  
 Receipt No. 11881 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 9 day of Oct. 1923  
W. W. Suckey, County Treasurer  
C. White

## evidence of the within indebtedness.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby  
 covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair  
 and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage  
 or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal  
 sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second parties shall be entitled to the immediate possession of  
 the premises and all rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a  
 reasonable attorney's fee of Fifty & 00/100 (\$50.00) - - - - - DOLLARS,  
 which this mortgage also secures.

Part ies of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of  
 the homestead, exemption and stay laws in Oklahoma.

Dated this 29th day of September, 1923

Jack Donohue SEAL

Bessie M. Donohue SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - - a Notary Public in and for said County and State, on this 29  
 day of Sept., 1923, personally appeared Jack Donohue and Bessie M. Donohue

and - - - - -  
 to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed  
 the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires Nov. 23, 1926. (SEAL) Mac Rupp. Notary Public

I hereby certify that this instrument was filed for record in my office on 9 day of Oct., A. D. 1923

at 11:45 o'clock A. M.

By Brady Brown Deputy (SEAL) O. G. Weaver, County Clerk